

07-23-1998

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

BASED ON FORM PTO-1594

(Rev. 6-93)

OMB No. 0651-0011 (exp. 4/94)

MRD 7-20-98



100772318

Attorney Docket No. 274920/52469

To the Honorable Commissioner of Patents and Trademarks. Please record the attached original documents or copy thereof

1. Name of conveying party(ies):

Domore Corporation

- Individual(s)
- General Partnership
- Corporation-State- Delaware
- Other
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies):

Name: Sigan Corp.

Internal Address: _____

Street Address: 2400 Sterling Avenue

City Elkhart

State IN ZIP 46516

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership

Corporation-State Ohio

Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

(Designation must be a separate document from Assignment)

Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: April 16, 1991

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 1,756,143

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Gerard T. Gallagher

Internal Address: Barnes & Thornburg

Street Address: 600 1st Source Bank Center

100 North Michigan Street

City South Bend State Indiana ZIP 46601

6. Total number of applications and registrations involved: _____

1

7. Total fee (37 CFR 3.41): \$40.00

Enclosed

Authorized to be charged to deposit account-***SHORTAGES***

8. Deposit account number:

02-1007/274920/52469 *SHORTAGES ONLY*

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Gerard T. Gallagher

Name of Person Signing

[Signature]
Signature

7/17/98
Date

Total number of pages including cover sheet, attachments and document:

4

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents and Trademarks, Box Assignments
Washington, D.C. 20231

SBDS02 GTG 147609

REEL: 1756
SERIAL: 0925

4000 DP
00000005 1756143
07/22/1998

BILL OF SALE AND ASSIGNMENT OF INTANGIBLES

Pursuant and subject to the terms and conditions of that certain Asset Purchase Agreement (the "Agreement") dated as of March 15, 1991 by and between The Domore Corporation, a Delaware corporation ("Seller") and Sican Corp., an Ohio corporation ("Buyer") for good and valuable consideration as provided in the Agreement, Seller hereby sells, transfers and assigns to Buyer all of Seller's right, title and interest in and to all of Seller's assets including without limitation all of its property, rights, franchises and advantages of every kind and description, real or personal, tangible, intangible or mixed and wherever located, including without limitation all of Seller's inventory, accounts and rights to payment, general intangibles including patents, trademarks, shop rights, the good will of the Seller, the name "The Domore Corporation" or any part thereof, alone or in combination with other names, and those items listed on attached Exhibit A, but excluding (a) Seller's minute books, stock books, financial records and tax records, (b) Seller's rights under the Agreement, (c) the real property of Seller commonly known as 2400 Sterling Avenue, Elkhart, Indiana and (d) all agreements, contracts, leases, licenses, purchase orders, sales orders and insurance policies other than those described in the Assignment and Assumption between Seller and Buyer dated as of the date of this instrument.

Until September 30, 1991, ^{MB}

1 Seller will execute such further instruments as may be reasonably requested by Buyer ~~as may be requested~~ ^{MB} and as may be reasonably necessary or convenient to assure, complete and evidence the full and effective conveyance of the assets and property transferred hereby and all assets and property to be conveyed under the Agreement.

This instrument is executed pursuant to the terms and conditions of the Agreement and that certain Order dated March 29, 1991, as amended on April 11, 1991 (the "Order") of the United States Bankruptcy Court for the Northern District of Indiana in relation to the case pending under Title 11 U.S.C., Chapter 11 for Seller.

Subject to the Agreement and the Order, Seller warrants that all of the assets and property conveyed hereby is conveyed free and clear of all liens, claims and encumbrances whatsoever.

Executed this 16 day of April, 1991.

The Domore Corporation

By: 

~~Anthony W. Ford~~
(Printed Name and Title)

EXHIBIT A

A. Inventory. All Inventory of Seller, now owned or held, or hereafter owned, held or acquired whether for sale, lease, furnishing under a contract of service, use or consumption, wheresoever located, including all additions, increases, replacements, substitutions, returns and repossessions thereof and thereto, including, but not limited to:

- (1) All finished goods, and all components, parts, accessories, thereof and thereto;
- (2) All supplies, raw materials, work in process, or materials used or consumed or to be consumed in Seller's business;
- (3) All repossessed Inventory.

B. Accounts and Rights to Payment. All rights of payment of Seller now existing or hereafter arising for the payment of money including, but not limited to:

- (1) All Accounts (including, without limitation, accounts receivable) for payment of goods, sold or leased, or for services rendered, whether or not earned by performance;
- (2) All rights of payment arising out of instruments, chattel paper, loans and obligations receivable, and government payments for deficiency, diversion and the like;
- (3) All other rights of payment of every nature and description whatsoever.

The above rights to payment include, without limitation, any rights and interests (including all liens and security interests) which Seller has or may have by law or agreement against any account debtor or obligor of Seller.

C. General Intangibles. All General Intangibles of Seller now owned, held or existing, or hereafter owned, held, arising or acquired, including, but not limited to, tax refunds, applications for patents, copyrights, trademarks, trade secrets, goodwill, trade names, customer lists, permits, franchises, the right to use Seller's name, things in action, rights to payments which may be categorized as General Intangibles and all other General Intangibles of every nature and description whatsoever.

D. Miscellaneous Property. All goods, instruments, documents, documents of title, policies and certificates of insurance, securities, chattel paper, deposits, cash or other property of Seller, now owned, held or existing, or hereafter owned, held, existing, arising or acquired, or in which Seller has an interest which are now or may hereafter be in the possession of Bank or in which Ameritrust may now or hereafter control possession of by documents of title or otherwise.

E. Proceeds. All Proceeds of all the foregoing, including cash and non-cash proceeds and insurance and tort claims respecting all the foregoing.